

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

IN THE DISTRICT COURT
SECOND JUDICIAL DISTRICT

Civil No. 29535 R# 71714

RON RETZ, ERNEST WILLIAMS and)
ANNE BURWELL WILLIAMS,)
)
Plaintiffs,)

FRED CROUTER, in his capacity as Executor)
of the Estate of Ada Crouter, and JOHN)
STARK, as guardian of Ann Rogers Stark,)
)
Involuntary Plaintiffs,)

vs.)

WILLIAM SIEBRANDT, SALVADOR)
ZARATE, CHARLES E. GRAVES,)
in his capacity as Successor Trustee of the)
Living Trust of WILLIAM C. ROGERS,)
deceased, JOHN DOE I and JOHN DOE II,)
)
Defendants,)

and)
THE UNIVERSITY OF WYOMING)
FOUNDATION, a Wyoming nonprofit)
corporation,)
)
Nominal Defendant.)

FILED
DISTRICT COURT
SECOND JUDICIAL DISTRICT
ALBANY WYOMING
APR 29 2005
CLERK OF DISTRICT COURT
M. Crabtree Deputy

COMPLAINT

COME NOW Plaintiffs Ron Retz, Ernest Williams and Anne Burwell Williams, by and through their attorneys, Mattaniah Eytan and the law firm of Aron and Hennig; and for their Complaint against defendants William Siebrandt, Salvador Zarate, Charles E. Graves, John Doe I and John Doe II state and allege as follows:

JURISDICTIONAL FACTS AND FACTS COMMON TO ALL CAUSES OF ACTION

1. William C. Rogers ["Rogers"] died in Carmel, California, at the age of 96, leaving a year 2002 Inter Vivos Trust ["2002 Trust;" at Appendix A hereto], and a year 1995 Inter Vivos Trust ["1995 Trust;" at Appendix B].
2. Plaintiffs Ron Retz, Ernest Williams, Anne Burwell Williams, John Stark, as guardian of Ann Rogers Stark, and Fred Crouter, in his capacity as Executor of the Estate of Ada Crouter, are each nonresidents of the State of Wyoming.
3. Plaintiff University of Wyoming Foundation ["UW Foundation"] is a Wyoming nonprofit corporation with its business offices in Albany County, Wyoming.

4. Defendant William Siebrandt is a nonresident of the State of Wyoming.
5. Defendant Salvador Zarate is a nonresident of the State of Wyoming.
6. Defendant Charles Graves ["Graves"] is a resident of Sheridan County, Wyoming.
7. Defendant Graves is an attorney at law licensed in Wyoming, and at the time of the 1995 Trust was practicing as a senior member of the law firm Graves, Miller & Kingston, P.C., in Laramie County, Wyoming.
8. Graves is the sole successor trustee named in both the 1995 Trust and 2002 Trust, and is believed to be the drafter of both trust instruments.
9. This Complaint concerns validity of, and arises from, the 1995 Trust and 2002 Trust, as well as from conduct of the Defendants relating to assets within the purview of one or both trusts, such that the Court has subject matter jurisdiction, and venue is proper pursuant to statute, including W.S. §4-10-204 (Lexis2003) and others, for the following reasons, and others:
 - a. A choice of jurisdiction provision in each of the subject trusts expressly designates Wyoming jurisdiction;
 - b. A choice of law provision in each of the subject trusts expressly designates that the trust will be governed by Wyoming law;
 - c. The residuary beneficiary of the 1995 Trust is the "Half Price Revolving Trust Fund" established in October 1991 with Nominal Defendant UW Foundation, a Wyoming nonprofit corporation with its business offices in Albany County, Wyoming.
 - d. Nominal Defendant UW Foundation, with its offices located in Albany County, Wyoming, is the residuary beneficiary of the 2002 Trust;
 - e. The primary purpose of Nominal Defendant UW Foundation is the support of the University of Wyoming, and the residuary beneficiary provisions of both the 1995 and 2002 Trusts are expressly designated for that purpose;
 - f. The Trustee of both the 1995 Trust and the 2002 Trust has ongoing obligations with respect to the University of Wyoming and Nominal Defendant UW Foundation, both located in Albany County, Wyoming;
 - g. Real property located in Albany County, Wyoming, was a significant asset of, and is still governed by, both the 1995 Trust and the 2002 Trust;
 - h. Graves has and will continue to exercise those functions reserved to him as Trustee in his business capacity as a businessman and attorney; and further, the terms of the 1995 Trust provide that he be compensated in accordance with his attorney billing rates;
 - i. Each of the subject trusts expressly designates that the accounting for the trust be performed by an accounting firm located in Laramie County, Wyoming; and,
 - k. Plaintiffs are informed and believe, and therefore allege, that the 1995 Trust and the 2002 Trust were both drafted in the State of Wyoming.

10. After receiving a family inheritance, by letter to his sister, Mary Rogers Williams, appended as Appendix C hereto, Rogers promised that upon his death Rogers would leave his entire estate to his blood relatives in the Rogers family, which relatives included Plaintiffs Anne Burwell Williams, Ann Rogers Stark and three others named in the 1995 Trust.
11. As consideration for such promise, Rogers obviated a conflict and challenge to the inheritance by inducing Mary Rogers Williams and her two children, Plaintiffs Anne Burwell Williams and Ernest Rogers Williams, not to contest the inheritance disposition to Rogers from their aunts and uncles and great aunts and great uncles.
12. For many years Rogers lived in Nebraska with Ada Crouter until 1993 when she fell ill and entered a nursing home.
13. Thereafter, Rogers transferred their joint securities account to one in Rogers' sole name.
14. On information and belief, Plaintiffs allege that the said joint account exceeded \$2 million and a substantial portion of that amount derived from assets originally owned by Ada Crouter.
15. The 1995 Trust made some provision for dispositions to the Rogers family and for return of some of the Ada Crouter funds he had transferred to his own name; specifically, Rogers provided hospitalization/nursing home costs for Ada Crouter and substantial bequests to Plaintiffs Ernest Williams, Anne Burwell Williams, Ron Retz and Ada Crouter, and a reasonable expectation of a substantial residual bequest to the UW Foundation for the benefit of the University of Wyoming.
16. The dispositions in the 2002 Trust disregarded any obligations of Rogers to the Rogers family and from his use of the Ada Crouter funds; and further eliminated the substantial bequests to Plaintiffs Ernest Williams, Anne Burwell Williams, Ron Retz and Ada Crouter, and the likelihood of a substantial residual bequest to UW and UW Foundation for the benefit of UW.
17. Rogers died on April 30, 2003.
18. Ada Crouter died on May 26, 2004.
19. All hospitalization/nursing home costs for Ada Crouter were paid by plaintiff Fred Crouter acting for Ada Crouter and the Estate of Ada Crouter, without the benefit of any portion of the funds transferred by Rogers in 1993 from securities assets owned by Ada Crouter.
20. Plaintiffs are informed and believe that Defendant William Lee Siebrandt ["Siebrandt"] is a gay person who targeted older heterosexual men as potential blackmail victims with intent of wrongful financial gain
21. Plaintiffs are informed and believe that Siebrandt seduced Rogers into a homosexual relationship and with regard to the allegations herein applied extortion, coercion and undue influence to Rogers.
22. Over many years Rogers conveyed to Siebrandt significant amounts of money, including \$825,000 during the course of one year.

23. Siebrandt at various times threatened Rogers with exposure and claimed Siebrandt was entitled to compensation for harm to Siebrandt.
24. In or about 1997, Seibrandt induced Rogers to move to California, whence he never returned to Nebraska; while in California Rogers was entirely under the influence and control of Seibrandt.
25. In or about 1997 during a visit to West Point, Nebraska, Seibrandt spoliated evidence of his misconduct by removing, burning or otherwise destroying a substantial portion of Rogers' documents and personal belongings, all in an apparent effort to conceal the ongoing extortion, coercion and undue influence being practiced on Rogers.
26. In the year 2002, Siebrandt caused Rogers to authorize the preparation of a new trust instrument, during a time when Siebrandt had acquired an overwhelming influence over Rogers both with respect to the latter's financial affairs as well as his individual person, such that Siebrandt substituted his will and influence, as well as his decision making, for that of Rogers. Plaintiffs on information and belief allege that this overwhelming influence and its acquisition is evidenced by the following acts, among others:
 - (a) Siebrandt monitored Rogers' mail and learned the location and amounts of securities investments that Rogers possessed. Siebrandt thereupon devised a plan to convert these holdings then standing in Rogers' name to Siebrandt's own benefit. Siebrandt's first effort in this regard was to forge Rogers' signature on an application to the Charles Schwab brokerage firm directing that firm to convert the account holdings from Rogers' name alone into a joint account between Rogers and Siebrandt with right of survivorship.
 - (b) In or about 1995, Rogers apparently learned of this forgery, became upset, and countermanded Siebrandt's initiative to add his name to the account. Rogers directed the securities firm not to honor the paperwork that Siebrandt forged in Rogers' name.
 - (c) Siebrandt thereafter, in light of this rebuff, either directly, through forged instructions, caused the securities firm to liquidate, by sale, the entirety of Rogers' holdings in securities and to deposit all such net proceeds realized in Rogers' checking account; in the alternative, and as a substitute method of accomplishing his objectives, Siebrandt caused Rogers to liquidate the entirety of his securities holdings and deposit all such funds in the said checking account, and further it appears Siebrandt himself gave the orders to sell and to have funds moved to the checking account.
 - (d) Beginning in 1998 and extending to September 22, 2001, Siebrandt obtained Rogers' funds and himself or someone under his direction wrote out the entirety of twelve checks drawn on Rogers' account, apparently forged Rogers' signature, with the funds conveyed to Siebrandt, Seibrandt's accounts or Defendant Salvador Zarate; and further, the sums Siebrandt converted to his own use and benefit in this matter totaled over \$5.4 million. The specific checks thus forged and converted are the following:

- (i) Check number 1074 dated February 21, 1999 in the sum of \$399,425 with payee William L. Siebrandt.
- (ii) Check number 1083 dated October 9, 1999 in the sum of \$593,150 with payee as William L. Siebrandt; the memo section of check reads "Trust."
- (iii) Check number 1120 dated July 18, 2000 in the sum of \$10,100 with payee American Express; the memo section of check reads "Deduct Siebrandt Trust."
- (iv) Check number 1121 dated July 17, 2000 in the sum of \$6,700 with payee Bank of America; the memo section of check reads "Siebrandt Trust."
- (v) Check number 1123 dated August 15, 2000 in the sum of \$48,750 with payee as William L. Siebrandt; the memo section of check reads "Siebrandt Trust."
- (vi) Check number 1130 dated September 30, 2000 in the sum of \$469,000 with payee as William L. Siebrandt; the memo section of check reads "Gift Trust."
- (vii) Check number 1031 dated October 3, 2000 in the sum of \$510,000 with payee as William L. Siebrandt; the memo section of check reads "Gift Trust."
- (viii) Check number 1132 dated October 10, 2000 in the sum of \$718,000 with payee as William L. Siebrandt; the memo section of check reads "Gift Trust Fund."
- (ix) Check number 1169 dated April 29, 2001 in the sum of \$850,000 with payee as William L. Siebrandt; the memo section of check reads "Gift Trust."
- (x) Check number 1171 dated June 3, 2001 in the sum of \$800,000 with payee as William L. Siebrandt; the memo section of check reads "Gift Fund."
- (xi) Check number 1176 dated November 26, 2000 in the sum of \$697,100 with payee as William L. Siebrandt; the memo section of check reads "Gift Trust/Land."
- (xii) Check number 1177 dated September 22, 2001 in the sum of \$225,000 with payee as Defendant Salvador Zarate, a confederate of Siebrandt; the memo section of check reads "trust gift."
- (e) For a long period of time, Defendant Zarate, at Siebrandt's behest, was the primary physical guardian of Rogers, then living at 3 NW 6th Guadalupe Rd., Carmel-by-the-Sea, California, where Rogers was in a two story single family house, living alone, and wheelchair bound, and, beginning in 2002, could no longer care for himself in any manner and had to be assisted in performing basic bodily functions.
- (f) On March 27, 1999 Siebrandt caused a letter, attached hereto as Appendix D, to be prepared and sent to a certified public accountant with whom Rogers had maintained relations and to whom Rogers had referred various tax and accounting work, to affirm and confirm that Rogers had made very substantial "gifts" to Siebrandt; that in light thereof Rogers owed substantial sums as gift taxes under federal gift tax law; and that these gift taxes would have to be accounted for by Rogers in the next tax return; the

signature on this March 27, 1999, letter appears to be a forgery and it appears Rogers did not author or sign the document, and may have had no knowledge of it.

- (g) From and during the years 1984 through 1995, Siebrandt lived with one Doctor Michael Heinrich in the cities of Sioux City, Iowa and Woodside, California, during which time interval Siebrandt obtained prescriptions for various drug compounds apparently given to Rogers, and Siebrandt apparently presented himself as a medical doctor on several occasions involving Rogers.
 - (h) Siebrandt made use of medical compounds that he obtained in such manner that he hastened the death of Rogers; and further, immediately upon Rogers' death, Siebrandt disposed of Rogers' body by having it cremated under false pretenses.
27. The 2002 trust instrument bears a forged signature that is not that of William Rogers; and further, the notary public ostensibly satisfied herself that the person signing the instrument was William Rogers, but the signature in the notary's book is not the signature of William Rogers.
 28. Since Rogers' death, the estate has been tied up with the IRS concerning tax issues pertaining to the liability of the estate for gift taxes. Plaintiffs believe and on that basis so aver that as of the date of the filing of this complaint the estate has not yet settled its claim with the IRS concerning liability for gift taxes and therefore the estate has not closed.
 29. Siebrandt and Defendant Zarate have purchased valuable real property parcels with funds which they misappropriated by forgery and undue influence; specifically, in or about 2003, Siebrandt and Zarate jointly purchased the property identified as 103 Mirasol Way, Monterey, California, and Siebrandt purchased property identified as 765 Market St., Unit PH1F, San Francisco, California, in the name of a trust named "WLS Trust."
 30. After reasonable diligence, Plaintiffs have only recently discovered that Siebrandt wrote out the several checks drawn on Rogers' account by forging Rogers' name on the checks.
 31. Only after learning of the forged checks did plaintiffs take the extraordinary step of questioning the validity of the notarized signature on the 2002 Trust, discovering through expert analysis of a questioned-document examiner that the signature on the 2002 Trust was not that of Rogers; on this basis, plaintiffs aver that Siebrandt fraudulently obtained the notarized signature on the 2002 Trust with the intent to conceal the forgery and fraud.
 32. With the intent to conceal the forgery and fraud, Siebrandt fraudulently obtained the notarization on the 2002 Trust.
 33. Only after numerous written requests Ernest Williams in early 2005 provided with copies of the checks described in this complaint, such that
 34. Only after numerous written requests to Graves was plaintiff Ernest Williams in early 2005 provided with copies of the checks described herein, such that plaintiffs neither as a group nor individually, had any reason to suspect at the time they were provided with the "Notification

of Trustee" in 2003 that at least the checks identified herein are forgeries, nor did plaintiffs have reason to believe that the Exhibit D letter to accountant Hay is a forgery. In addition, plaintiffs had no reason to believe that the signature on the year 2002 inter vivos trust could be a forgery until the forgeries of the checks, letter, and other documents aroused their suspicions. These suspicions have been further aroused by the unwillingness and lack of cooperation of the notary who allegedly notarized the signature on the 2002 inter vivos trust to verify the authenticity of that signature.

35. Within the past 120 days, plaintiffs, by having obtained copies of checks made out to defendant Siebrandt approximating \$5.4 million, did plaintiffs have reason to discover that massive fraud in the form of forgeries accounted for the large transfers to defendant Siebrandt.
36. Plaintiffs' delayed discovery of these forgeries is the only reason plaintiffs did not act sooner in bringing this action.
37. Plaintiffs had no reason to suspect forgery, fraud or other misconduct at the time they were provided with the "Notification of Trustee" in 2003; and plaintiffs had no reason to believe that the signature on the year 2002 Trust was a forgery until the discovery of the other forgeries alleged herein and by the lack of cooperation of the notary who allegedly notarized the signature on the 2002 Trust to verify the authenticity of that signature.
38. Within the past 120 days, plaintiffs discovered the checks made out to defendant Siebrandt approximating \$5.4 million, and discovered that massive fraud had occurred as alleged herein.
39. Plaintiffs' delayed discovery of these forgeries excuses plaintiffs from any legal obligation to act sooner and any limitation on the time within which to claim the fraud or fraud-related conduct alleged herein, and any bar from plaintiffs being heard on the merits of their contentions in this complaint.
40. The misconduct alleged herein, in conjunction with the gift tax obligations on the transfers to defendants Seibrandt, Zarate and others alleged herein, have rendered the 1995 and 2002 Trusts insolvent and have deprived Plaintiffs and Defendant UW Foundation of the benefits and bequests to which they were entitled under the said trusts.
41. FRED CROUTER, in his capacity as Executor of the Estate of Ada Crouter, and JOHN STARK as guardian of Ann Rogers Stark, are beneficiaries under the 1995 and 2002 Trusts as alleged herein, are each nonresidents of the State of Wyoming and are not within the jurisdiction of this Court, such that under the provisions of Rules 17 and 19, W.R.C.P., they are properly involuntary plaintiffs herein.
42. Defendants John Doe I and John Doe II, are persons who acted on conspiracy or cooperation with Defendants Siebrandt and Zarate with respect to the allegations of this Complaint, and are persons whose identities at this time are unknown to plaintiffs and through the exercise of reasonable diligence could not have been discovered by plaintiffs.

**COUNT I: CONVERSION and
OBTAINING MONEY BY FALSE PRETENSES**

43. By this reference Plaintiffs Ron Retz, Ernest Williams and Anne Burwell Williams incorporate herein the allegations of paragraphs 1 through 42, inclusive, of this Complaint, as though set forth in their entirety.
44. As alleged herein, Defendants Siebrandt and Zarate and John Doe I and John Doe II, by wrongfully transferring possession, by obtaining the assets under false pretenses, and by depriving plaintiffs and all beneficiaries under the 1995 and 2002 Trusts of the property and financial assets that would otherwise have been owned by said trusts on the death of Rogers, Defendants Siebrandt and Zarate have converted said property to their own use.
45. As a direct and proximate result of the misconduct and conversion by Defendants Siebrandt and Zarate and John Doe I and John Doe II as alleged herein, Plaintiffs Ron Retz, Ernest Williams and Anne Burwell Williams, and Nominal Defendant UW Foundation have been damaged in the sum of \$5.2 million, or such other amount as may be proved at trial herein.

COUNT II: DECLARATORY JUDGMENT TO SET ASIDE THE 2002 TRUST

46. By this reference Plaintiffs Ron Retz, Ernest Williams and Anne Burwell Williams incorporate herein the allegations of paragraphs 1 through 45, inclusive, of this Complaint, as though set forth in their entirety.
47. Plaintiffs as beneficiaries of the 1995 and 2002 Trusts, are persons who seeks a declaration of their rights with respect to validity of the 2002 Trust
48. A justiciable controversy exists between Plaintiffs and the Defendants.
49. Entry of a declaratory judgment by this Court will serve to remove uncertainty and terminate the controversy between the parties.
50. The only other persons who could claim any interest which would be affected by the declaration sought hereunder are the other beneficiaries named herein.
51. No declaration by the Court hereunder shall prejudice the vested rights of any person not a party to, or not represented by the parties to, these proceedings.
52. Under the provisions of Wyoming Statutes §§ 1-37- 101 through -114 (1999 Ed.), it is proper for the Court to enter a declaratory judgment herein to determine Plaintiffs' rights and entitlements with respect to the terms and bequests of the 2002 Trust.
53. As alleged herein, Defendants Siebrandt, John Doe I and John Doe II, wrongfully and fraudulently caused the forgery of the 2002 Trust, such that the 2002 Trust should be set aside and declared void.
54. To the extent Rogers was aware of, or participated in the transfer of financial assets to Seibrandt and Zarate as alleged herein, and in the preparation of the 2002 Trust, Rogers'

participation was obtained through the undue influence exercised by Defendants Siebrandt, John Doe I and John Doe II, at such time and under such circumstances that Rogers was unable to exercise his own will and make independent decisions with regard to the disposition of his own property.

55. Because the participation, if any, by Rogers in the transfer of financial assets to Seibrandt and Zarate as alleged herein, and in the preparation of the 2002 Trust, was obtained by the exercise the undue influence exercised by Defendants Siebrandt, John Doe I and John Doe II, the 2002 Trust should be set aside and declared void.

COUNT III: BREACH OF FIDUCIARY DUTY

56. By this reference Plaintiffs Ron Retz, Ernest Williams and Anne Burwell Williams incorporate herein the allegations of paragraphs 1 through 55, inclusive, of this Complaint, as though set forth in their entirety.
57. In presuming to act on behalf of Rogers as alleged herein , Defendants Siebrandt, Zarate and John Doe I and John Doe II assumed fiduciary duties and owed to Rogers and to plaintiffs, and to the other beneficiaries of the 1995 and 2002 Trusts, the fiduciary obligation of the highest degree of trust and loyalty in the marshaling of all trust assets and in their management and distribution.
58. In presuming to act as a fiduciary for Rogers, Defendants Siebrandt and Zarate and John Doe I and John Doe II owed to Rogers and to plaintiffs and the other the beneficiaries of the 1995 and 2002 Trusts the fiduciary obligation to provide a complete and timely accounting of all Trust assets, and a complete and timely accounting of income and expenditures of the Trust, including but not limited to assets used and diverted for defendants' benefit rather than that of the beneficiaries.
59. By seizing, taking control, exploiting and manipulating Rogers' finances, Siebrandt, along with codefendant Zarate, unilaterally took on the role of confidential financial advisors disposing of Rogers' assets at their discretion and for their own benefit. Such conduct was undertaken without approval by Rogers and without his consent. In undertaking such financial manipulation and the conversion of his assets by means of the forgeries and other misconduct described herein, Defendants Siebrandt and Zarate and John Doe I and John Doe II are liable to plaintiffs and the other trust beneficiaries for all damages suffered by them from loss of trust assets, as will be proved at trial herein.
60. As a direct and proximate result of their breach of fiduciary duties as alleged herein, Defendants Siebrandt and Zarate and John Doe I and John Doe II should be ordered to account for all sums which they converted, by means of forgery and other misconduct.

COUNT IV: INJUNCTIVE RELIEF AGAINST SUCCESSOR TRUSTEE

61. By this reference Plaintiffs incorporate herein the allegations of paragraphs 1 through 42, inclusive, of this Complaint, as though set forth in their entirety.

62. As the sole successor trustee of the 1995 and the 2002 Trust, Defendant Graves has a duty to undertake such steps as will best safeguard the interests of the trust, as well as its beneficiaries, including but not limited to the obligation to take such actions, wherever appropriate, as are reasonably calculated to recover from defendants Siebrandt and Zarate all funds and assets improperly converted by each of them as alleged herein, and all proceeds derived from such funds and assets.
63. California's Probate Code provides authority for Defendant Graves to bring an action in California based upon elder abuse to disallow Siebrandt and Zarate from receiving any funds whatever as beneficiaries under the year 2002 trust instrument, if that trust instrument is otherwise adjudged valid.
64. Section 250 of the California Probate Code provides that in the event of a murder of the decedent, the murderer may not recover any sums under any testamentary dispositional document or arrangement; in accordance therewith, Defendant Graves has a duty to undertake such actions to investigate, and, on the basis of such evidence as may be adduced in support thereof, including inferences reasonably to be deduced from direct evidence, to pursue such relief as is available under such statute to disallow defendants Siebrandt and Zarate to participate in any distribution under the year 2002 Trust.
65. *Nature of Harm and Basis for Plaintiffs' Claim for Injunctive Relief.* As set forth herein, if Defendant Graves is not compelled to act to protect trust assets, and if the acts of Defendants Siebrandt and Zarate are permitted to continue, and the intentions manifested by those acts are not prevented, Defendants Siebrandt and Zarate will permanently deprive the trusts and plaintiffs and the other trust beneficiaries from trust assets to which they are entitled.
66. *Irrevocable Harm to Plaintiffs if Injunctive Relief is not Granted.* If Defendants Siebrandt and Zarate are not enjoined from further deprivation of the trust property, and from transfer of it, the by plaintiffs and the other trust beneficiaries will permanently from lose trust assets and will thereby be permanently and irrevocably harmed.
67. *No Adequate Remedy at Law.* If the assets wrongfully obtained by Defendants Siebrandt and Zarate are transferred or sold, plaintiffs and the other trust beneficiaries will have no remedy at law by which they will be adequately compensated for the permanent losses suffered thereby.
68. The Court should enter its order directing the Trustee to pursue the recourse set out herein, and if the Trustee fails or refuses to do so, then the Court should replace the Trustee with a substitute trustee who will pursue such causes of action.

COUNT V: BREACH OF CONTRACT

69. By this reference Plaintiffs Ron Retz, Ernest Williams and Anne Burwell Williams incorporate

herein the allegations of paragraphs 1 through 60, inclusive, of this Complaint, as though set forth in their entirety.

70. As set forth herein, in exchange for valuable consideration Rogers faithfully promised to leave his estate to his blood relatives on his side of the family.
71. Rogers wilfully ignored his agreement to leave his estate to his blood relatives on his side of the family, and in doing so Rogers breached his contractual undertakings.
72. As a direct and proximate result of Rogers' breach of contract, plaintiffs have suffered damages by deprivation of their shares of Rogers' estate, in such amounts as will be proved at trial herein.

ENTITLEMENT TO PUNITIVE AND EXEMPLARY DAMAGES

73. The conduct of Defendants William Siebrandt, Salvador Zarate and John Doe I and John Doe II is so intentionally malicious and outrageous that plaintiffs should be awarded punitive and exemplary damages in such amount as will deter Defendants William Siebrandt, Salvador Zarate and John Doe I and John Doe II and others similarly situated from similar misconduct in the future.

WHEREFORE, Plaintiffs pray that the Court enter such orders as the court deems proper and enter judgment against Defendants William Siebrandt, Salvador Zarate and Charles E. Graves, as follows:

- A. That the Court re-align the parties so as to designate Nominal Defendant THE UNIVERSITY OF WYOMING FOUNDATION as a plaintiff herein.
- B. That the Court enter judgment declaring the 2002 Trust to be invalid and void.
- C. That the Court award Plaintiffs compensatory damages on Counts I, III and V in the sum of \$5,200,000.00 or such greater amount as is proved at trial herein.
- D. That the Court award Plaintiffs punitive and exemplary damages against Defendants William Siebrandt, Salvador Zarate and John Doe I and John Doe II in such amount as will deter those defendants and others similarly situated from similar misconduct in the future.
- E. That the Court enter its order directing Defendant Graves to undertake such steps as will best safeguard the interests of the 1995 Trust, as well as its beneficiaries, including but not limited to such actions, wherever appropriate, as are reasonably calculated to recover from defendants Siebrandt and Zarate all funds and assets improperly converted by each of them as alleged herein, and all proceeds derived from such funds and assets; and further, to undertake such actions to investigate, and, on the basis of such evidence as may be adduced in support thereof, including inferences reasonably to be deduced from direct evidence, to pursue such relief as is available under California law based upon elder abuse and actions leading to the death of Rogers, so as to disallow defendants

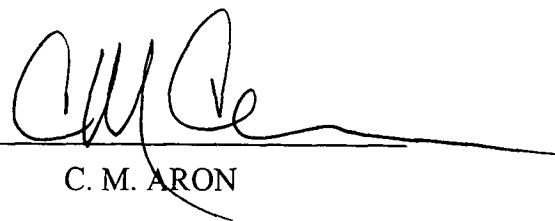
Siebrandt and Zarate to participate in any distribution under the 2002 Trust, or any other distribution.

F. For such other and further relief as the Court deems appropriate, the premises considered.

Dated this 29th day of April 2005.

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and Anne Burwell Williams

BY: _____



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